

UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
OFFICE OF THE COMPTROLLER OF THE CURRENCY

<b>In the Matter of:</b>	)	
Stephen Robert Walker	)	
Former Loan Officer	)	AA-EC-06-56
First Franklin Financial Corporation, a subsidiary of	)	
National City Bank of Indiana, N.A.	)	
Indianapolis, IN	)	

**STIPULATION AND CONSENT ORDER**

WHEREAS, the Comptroller of the Currency of the United States of America (“Comptroller”) intends to initiate prohibition and civil money penalty proceedings against Stephen Robert Walker (“Respondent”) pursuant to 12 U.S.C. § 1818(e) and (i) (as amended);

WHEREAS, in the interest of cooperation and to avoid the costs associated with administrative and judicial proceedings with respect to the above matter, and without admitting or denying any wrongdoing as alleged herein, Respondent desires to enter into this Stipulation and Consent Order (“Order”);

NOW, THEREFORE, in consideration of the above premises, it is stipulated by and between the Comptroller, through his duly authorized representative, and Respondent that:

Article I

JURISDICTION

(1) Respondent was employed by First Franklin Financial Corporation, a subsidiary of National City Bank of Indiana, N.A. (“Bank”), which is a national banking association, chartered and examined by the Comptroller, pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 et seq. Accordingly, the Bank is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) Respondent was a mortgage lending officer of the Bank and is an “institution-affiliated party” of the Bank as that term is defined in 12 U.S.C. § 1813(u), having served in such capacity within six (6) years from the date hereof (see 12 U.S.C. § 1818(i)(3)).

(3) Pursuant to 12 U.S.C. § 1813(q), the Comptroller is the “appropriate Federal banking agency” to maintain an enforcement proceeding against institution-affiliated parties. Therefore, Respondent is subject to the authority of the Comptroller to initiate and maintain these removal and prohibition and civil money penalty proceedings against him pursuant to 12 U.S.C. § 1818(e) and (i).

Article II

COMPTROLLER’S FINDINGS

(1) During the period July 2003-October 2004 and again in January-February 2005, Respondent was employed by the Bank’s retail lending division specializing in residential

mortgage lending to consumers. Respondent worked in the Bank's Irvine, California office (now located in Lake Forest, California).

(2) In October 2004, Respondent left the Bank and pursued his own business called EasyMortgageLeads.com, with the objective of generating and selling consumer leads to the mortgage industry.

(3) In January 2005, without authority to do so, Respondent sold a list containing the nonpublic personal information of 1,000 Bank customers to a mortgage company called On Line Funding for five hundred dollars (\$500). Respondent obtained the list while employed by the Bank.

(4) Subsequently, these Bank customers were contacted by On Line Funding to solicit business. Respondent's misappropriation and unauthorized sale of confidential Bank customer information was discovered by the Bank when customers contacted by On Line Funding called the Bank to complain.

(5) Based on the above description, Respondent violated the law (e.g., 15 U.S.C. § 6802 and 12 C.F.R. § 40.10), engaged in unsafe or unsound banking practices, and breached his fiduciary duty to the Bank.

Article III

PROHIBITION AND REMOVAL

(1) With respect to the institutions and agencies set forth in paragraph (2) of this Article,

Respondent hereby agrees that he shall not:

- (a) participate in any manner in the conduct of their affairs;
- (b) solicit, procure, transfer, attempt to transfer, vote, or attempt to vote any proxy, consent, or authorization with respect to any voting rights;
- (c) violate any voting agreement previously approved by the “appropriate Federal banking agency,” as defined in 12 U.S.C. § 1813(q) (as amended);  
or
- (d) vote for a director, or serve or act as an “institution-affiliated party,” as defined in 12 U.S.C. § 1813(u) (as amended).

(2) The prohibitions in paragraph (1) of this Article apply to the following institutions and agencies:

- (a) any insured depository institution, as defined in 12 U.S.C. § 1813(c);
- (b) any institution treated as an insured bank under 12 U.S.C. §§ 1818(b)(3), (b)(4), or as a savings association under 12 U.S.C. § 1818(b)(9) (as amended);
- (c) any insured credit union under the Federal Credit Union Act;
- (d) any institution chartered under the Farm Credit Act of 1971;

- (e) any appropriate Federal depository institution regulatory agency; and
- (f) the Federal Housing Finance Board and any Federal Home Loan Bank.

(3) The prohibitions of paragraphs (1) and (2) of this Article shall cease to apply with respect to a particular institution if Respondent obtains the prior written consent of both the Comptroller and the institution's "appropriate Federal financial institutions regulatory agency," as defined in 12 U.S.C. § 1818(e)(7)(D) (as amended).

(4) This Order shall be enforceable to the same extent and in the same manner as an effective and outstanding order that has been issued and has become final pursuant to 12 U.S.C. § 1818(e), (i), (j), and (h) (as amended).

#### Article IV

#### CIVIL MONEY PENALTY

(1) Respondent hereby consents to the payment of a civil money penalty in the amount of three thousand dollars (\$3,000), which shall be paid in equal monthly installments of \$100. The first monthly payment shall be due on the last day of the month in which this document is executed; and subsequent payments shall be due on the 25<sup>th</sup> of each consecutive month thereafter until paid in full. Respondent shall make each such payment by check payable to the Treasurer of the United States and shall deliver the payment to: Comptroller of the Currency, P.O. Box 979012, St. Louis, MO 63197-9000. The docket number of this case (AA-EC-06-56) shall be entered on all checks. When each such payment is delivered, Respondent shall also mail a copy

of the payment check to the Enforcement Director, OCC, 250 E Street, S.W., Mail Stop 8-10, Washington, D.C. 20219.

(2) The amount of the civil money penalty has been reduced or mitigated based on the Respondent's submission of a certified personal financial statement disclosing his current financial condition. If the Comptroller subsequently learns that such financial statement is materially incorrect or misleading, the Comptroller may consider imposition of a greater civil money penalty up to and including a total amount of seventy-five hundred dollars (\$7500).

(3) If Respondent fails to make any payment as provided in this Article, the entire balance of the civil money penalty amount described in this Article shall become immediately due and payable.

(4) This Order shall be enforceable to the same extent and in the same manner as an effective and outstanding order that has been issued and has become final pursuant to 12 U.S.C. §§ 1818(h) and (i) (as amended)

(5) Respondent shall notify the Director of the Enforcement & Compliance Division ("Enforcement Director") of his current address, by completing and dating the form attached hereto as Appendix A.

(6) Until the civil money penalty is paid in full, upon each and every subsequent change in address, if any, Respondent shall notify the Enforcement Director (by writing to the Director of Enforcement, OCC, 250 E Street, S.W., Washington, D.C. 20219) of his new address within seven (7) days of such change in address.

Article V

WAIVERS

(1) By executing this Order, Respondent waives:

- (a) The right to issuance of a Notice under 12 U.S.C. § 1818;
- (b) all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818(e) and (i) and 12 C.F.R. Part 19;
- (c) all rights to seek judicial review of this Order;
- (d) all rights in any way to contest the validity of this Order; and
- (e) any and all claims for fees, costs or expenses against the Comptroller, or any of his agents or employees, related in any way to this enforcement matter or this Order, whether arising under common law or under the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412;

(2) Respondent shall not cause, participate in or authorize the Bank (or any subsidiary or affiliate thereof) to incur, directly or indirectly, any expense for the payment of the civil money penalty under this Order, or any legal (or other professional) expense relative to the negotiation and issuance of this Order except in accordance with 12 C.F.R. § 7.2014 and Part 359; and Respondent shall not, directly or indirectly, obtain or accept any indemnification (or other

reimbursement) from the Bank (or any subsidiary or affiliate thereof) with respect to such amounts except in accordance with 12 C.F.R. § 7.2014 and Part 359.

(3) Respondent acknowledges that he has read and understands the premises and obligations of this Order and declares that no separate promise or inducement of any kind has been made by the Comptroller, his agents or employees to cause or induce the Respondent to agree to consent to the issuance of this Order and/or to execute this Order.

(4) It is hereby agreed that the provisions of this Order constitute a settlement of these removal and prohibition and civil money penalty proceedings contemplated by the Comptroller. The Comptroller agrees not to institute proceedings for the specific acts, omissions, or violations that form the basis of this Order, unless such acts, omissions, or violations reoccur.

(5) It is further agreed that the provisions of this Order shall not be construed as an adjudication on the merits and, except as set forth above, shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any action affecting the Respondent if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

(6) Respondent understands that nothing herein shall preclude any proceedings brought by the Comptroller to enforce the terms of this Order, and that nothing herein constitutes, nor shall Respondent contend that it constitutes, a waiver of any right, power, or authority of any other representatives of the United States or agencies thereof, including the Department of Justice, to bring other actions deemed appropriate.



IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands.

Signed

9/25/06

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Ronald G. Schneck  
Director  
Special Supervision Division

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Date

9/25/2006

Signed

9/11/06

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Stephen R. Walker

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Date

9/11/2006